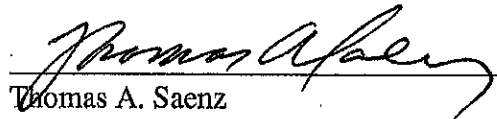


**FULL AND FINAL RELEASE OF CLAIMS
AND SETTLEMENT AGREEMENT**


1. **The Parties.** The parties to this Full and Final Release of Claims and Settlement Agreement (the "Agreement") are Phillip Rodriguez ("Rodriguez") and Sheriff Leroy D. Baca and the County of Los Angeles (collectively "County").
2. **Settlement of Claims.** Rodriguez and County have chosen to enter into this Agreement in order to avoid further proceedings with respect to litigation filed by Rodriguez against County and currently pending in the Superior Court of the State of California, County of Los Angeles – Central District, Case No. BS136865.
3. **Full and Final Release of Claims.** In consideration of the agreements set forth here and other good and valuable consideration, Rodriguez, on Rodriguez's own behalf fully releases and settles all claims connected with his allegations against County regarding public records relating to the death of Ruben Salazar sought in the above referenced litigation.
4. **Notice of Settlement.** Upon execution of this Agreement by the parties, Rodriguez agrees that he will promptly prepare and submit a notice of settlement of the litigation referenced above.
5. **Public Records.** In exchange for the promises made by Rodriguez and execution of this Agreement, County has provided to Rodriguez, numerous public records requested under Government Code §6250, *et seq.* (the California Public Records Act, ("CPRA")). These records include:
 - a. Unredacted records referring or relating to journalist Ruben Salazar and/or his death on or about August 29, 1970;
 - b. Unredacted records reflecting or referring to any autopsy, analysis, or other investigation of the body of journalist Ruben Salazar or of the circumstances of his death on or about August 29, 1970;
 - c. Unredacted records reflecting or referring to any investigation, surveillance, or inquiry regarding journalist Ruben Salazar before or after his death on or about August 29, 1970; and
 - d. Coroner's photos taken at the scene. These records do not include Autopsy photos or photos taken at the morgue.
6. **Costs of Litigation.** In exchange for the promises made by Rodriguez and execution of this Agreement, County agrees to pay costs and attorneys' fees of Eight Thousand Dollars (\$8,000.00) to MALDEF, 634 S. Spring Street, 11th Floor, Los Angeles, CA 90014 in full and final settlement of all claims associated with Case No. BS 136865 and/or pertaining to the CPRA request. Upon receipt of a signed Agreement by Rodriguez, County shall submit payment to MALDEF within (20) business days. Rodriguez will file a Dismissal with prejudice of the instant action within (10) business days following receipt of payment.

7. **Voluntariness.** This Agreement contains the full and complete understanding between the parties. Each has carefully read this Agreement, fully understands it, and signs it as his own free act.

The parties have each signed this Full and Final Release of All Claims and Settlement Agreement on this 4th day of December, 2012 in City of Los Angeles, State of California.



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